

CARDIFF.051A



PATENT

73

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : Mark Rom) Group Art Unit 2621
App. No. : 09/804,835)
Filed : March 13, 2001)
For : DETERMINING FORM)
IDENTIFICATION)
THROUGH THE SPATIAL)
RELATIONSHIP OF INPUT)
DATA)
Examiner : Unknown)

RECEIVED

JAN 29 2002

OFFICE OF PETITIONS

PETITION UNDER 37 C.F.R. 1.47(b) TO HAVE CARDIFF SOFTWARE, INC. MAKE
APPLICATION, DUE TO REFUSAL OF INVENTOR TO EXECUTE
APPLICATION PAPERS

Assistant Commissioner for Patents
Washington, D.C. 20231

Dear Sir:

Applicant's attorney respectfully requests that Cardiff Software, Inc. make application for the Applicant of the above-referenced patent application. The inventor, Mark Rom, has refused to execute the necessary application documents. Mr. Rom invented the above-referenced patent application for Cardiff Software, Inc., while he was employed by them. The following documents are submitted in support of this Petition:

1. Terms of Employment for Key Employees, between Mark Rom and Cardiff Software, Inc., executed April 30, 1998; and
2. Declaration of Kimberly E. Lengyel in Support of Petition Under 37 C.F.R. 1.47(b) to Have Cardiff Software, Inc. Make Application, Due to Refusal of Inventor to Execute Application Papers (with Exhibits A-F).

Submitted by Brian

Appl. No. : 09/804,835
Filed : March 13, 2001

Section 2.1 of the Employment Agreement states:

"Accordingly, Employee will disclose, deliver, and assign to Employer all such patentable inventions, discoveries, and improvements; trade secrets; and all works subject to copyright, and Employee agrees to execute all documents, patent applications, and arrangements necessary to further document such ownership and/or assignment and to take whatever other steps may be needed to give Employer the full benefit of them."

It is clear that the Employee, Mark Rom, has a legal duty to assign the above-referenced patent application. Mark Rom was employed by Cardiff Software from April 29, 1998 until March 20, 2000 and this patent application was invented during his time of employment.

The Declaration of Kimberly E. Lengyel shows the diligent efforts made by our office to effectuate the execution of the application papers. The last known address of the inventor is 1580 South Juniper Street, #19, Escondido, CA 92025

The petition fee of \$130 (37 C.F.R. § 1.17(h)) is enclosed. Please charge Deposit Account No. 11-1410 for any fee deficiency.

Respectfully submitted,

KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: 10/24/01

By: 

John M. Carson
Registration No. 34,303
Attorney of Record
620 Newport Center Drive
Sixteenth Floor
Newport Beach, CA 92660
(619) 235-8550

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101901

TERMS OF EMPLOYMENT FOR KEY EMPLOYEES

THIS AGREEMENT is a legally binding contract between Cardiff Software, Inc., ("Employer"), as employer, and Mark Rou, ("Employee") as a key employee of Employer. This Agreement is intended to protect important interests of Employer, particularly valuable technology and business interests that Employer has acquired Since its inception. In addition, this Agreement is intended to provide a way for Employer to prevent unfair competition in its industry. It is hoped that in the long run the terms of this Agreement will be a benefit, rather than a burden, to all personnel by promoting the welfare and success of Employer as a leader in its industry.

Employer believes that the terms of this Agreement are fair and reasonable. Many of these terms merely restate or clarify policies and legal obligations that are already in effect. Employee acknowledges that this agreement was presented verbally as a condition of employment in all offers of employment by Employer and that continuance of employment and the willingness of Employer to grant Employee access to its trade secrets and business information are contingent upon entering into this Agreement.

This Agreement does not replace or alter any written policies or agreements already in effect. Nothing in this Agreement should be construed as a guarantee that your employment will continue for any specific period of time. Unless otherwise agreed in writing, either party may terminate employment at any time without cause, and Employer reserves the right to change the terms of compensation or to reassign employees to any area at any time.

Section 1

SCOPE OF DUTIES

1.1 While employed by Employer, Employee will devote full business time, attention, skill, and effort exclusively to the performance of the duties that Employer may assign from time to time. During employment, Employee will not engage in any activities or render any services of a business or commercial nature for anyone other than Employer, unless approved in advance in writing by Joseph C. Larson or his successor as President of Employer is.

Section 2

OWNERSHIP OF INVENTIONS AND OTHER DEVELOPMENTS

2.1 Employer shall be entitled to own and control all proprietary technology and all financial, operating, and training ideas, processes, and materials, including works of expression and all copyrights in such works, that are developed, written, or conceived of by me during employment to the extent that they relate to Employer's current or potential business. Accordingly, Employee will disclose, deliver, and assign to Employer all such patentable inventions, discoveries, and improvements; trade secrets; and all works subject to copyright, and Employee agrees to execute all documents, patent applications, and arrangements necessary to further document such ownership and/or assignment and to take whatever other steps may be needed to give Employer the full benefit of them. Employee specifically agree that all copyrightable materials generated or developed under this Agreement, including but not limited to computer programs and documentation, shall be considered works made for hire under the copyright laws of the United States and that they shall, upon creation, be owned exclusively by Employer. To the extent that any such materials under applicable law, may not be considered works made for hire, Employee hereby assigns to Employer the ownership of all copyrights in such materials, without the necessity of any further consideration, and Employer shall be entitled to register and hold in its own name all copyrights in respect of such materials.

Section 3

CONFIDENTIALITY OF TRADE SECRETS AND BUSINESS INFORMATION

3.1 Employee acknowledges that during the course of my employment Employee may obtain access to trade secrets and confidential business information of Employer. Under the law, a trade secret is a type of intangible property, and its theft is a crime in most states. A trade secret generally consists of valuable, secret information or ideas that Employer collects or uses in order to keep its competitive edge. Examples of trade secrets are system designs, program materials (including source and object code and system and user documentation), operating processes, equipment design, product specifications, and any other proprietary technology. Confidential business information, which Employer also treats as proprietary, consists of all other competitively sensitive information kept in confidence by Employer. Examples of confidential business information are selling and pricing information and procedures, customer lists, business and marketing plans, and internal financial statements.

3.2 Employee agrees not to use or disclose any trade secrets of Employer at any time except as necessary to perform my duties for Employer. Employee also agrees not to use or disclose any confidential business information until 5 years after the termination of employment, except as necessary to perform my duties for Employer. These restrictions do not apply to any information generally available to the public or any information properly obtained from a completely independent source.

Section 4

TERMINATION OF EMPLOYMENT

4.1 At the time employment is terminated, Employee agrees to participate in an exit interview conducted by Joseph C. Larson or his successor as President of Employer for the purpose of finalizing any remaining issues and assuring a proper transition.

4.2 On or before the termination of my employment, Employee will return all records, materials, and other physical objects relating to employment, including tools, documents, papers, computer software, and passwords and other identification materials. This obligation applies to all materials relating to the affairs of Employer or any of its customers, clients, vendors, or agents that may be in my possession or control.

SECTION 5

PROHIBITION AGAINST COMPETITIVE ACTIVITIES AFTER EMPLOYMENT

5.1 FOR A PERIOD OF TWO YEARS FOLLOWING THE TERMINATION OF MY EMPLOYMENT WITH EMPLOYER, EMPLOYEE WILL NOT ENGAGE IN ANY OF THE PROHIBITED ACTIVITIES SPECIFIED IN EXHIBIT A, ANYWHERE IN THE WORLD.

5.2 Employer has made every effort to limit the terms of this obligation to what is absolutely necessary to protect its interests, even though it is facing intense, worldwide competition in a large and diverse industry.

5.3 This obligation shall apply regardless of whether employment is terminated with or without cause and shall apply at the election of either party.

5.4 FOR A PERIOD OF TWO YEARS FOLLOWING THE TERMINATION OF MY EMPLOYMENT WITH EMPLOYER, EMPLOYEE AGREES TO NOTIFY EMPLOYER IN WRITING EACH TIME I ACCEPT ANY NEW JOB FOLLOWING THE TERMINATION OF MY EMPLOYMENT, DISCLOSING THE NAME OF MY NEW EMPLOYER AND THE NATURE OF MY NEW JOB. EMPLOYEE AGREES THAT EMPLOYER MAY CONTACT MY NEW EMPLOYER WHENEVER I ACCEPT A NEW JOB, TO MAKE SURE THAT I AM IN COMPLIANCE WITH THE TERMS OF THIS AGREEMENT.

Section 6

PROHIBITION AGAINST UNFAIR RECRUITING PRACTICES

6.1 Employee agree to notify Joseph C. Larson or his successor as President of Employer if Employee is contacted by a competitor of Employer for the purpose of having me accept a job involving Prohibited Activities as specified in Exhibit A, anywhere in the world at any time during my employment.

6.2 During my employment and for two years afterwards, Employee will not solicit or recruit any other people who are then employees of Employer, for the purpose of encouraging them to join in any other business activity or enterprise whatsoever, if Employee became acquainted with those people or worked with them in connection with my employment with Employer.

Section 7

OTHER TERMS

7.1 The terms of this Agreement shall survive termination of employment.

7.2 If any term of this Agreement is found to be unlawful or unenforceable in any respect, the courts shall enforce such term, in whole or in part, and all other terms of this Agreement, to the fullest extent possible.

7.3 Irreparable harm should be presumed if this Agreement is breached in any way. Damages would be difficult if not impossible to ascertain, and the faithful observance of all terms of this Agreement is intended to protect the proprietary rights of Employer. Furthermore, this Agreement is intended to protect the proprietary rights of Employer in important ways, and even the threat of any misuse of the technology of Employer would be extremely harmful because of the importance of that technology. In light of these considerations, Employee agrees that a court of competent jurisdiction should immediately enjoin any breach of this Agreement, upon Employer's request, and Employer is released from the requirement of posting any bond in connection with temporary or interlocutory injunctive relief, to the extent permitted by law.

This Agreement shall be governed by and enforced under the laws of the State of California.

Exhibit A

PROHIBITED ACTIVITIES

1. All activities involving, supporting, promoting, selling, marketing, advertising, designing, creating and producing of any products directly competitive with the products of Employer. This restriction is intended to apply to any future products which may be conceived of, planned, designed, studied during Employee's employment by Employer as well as the Teleform and Fax Router software products currently under development.
2. Disclosure, in writing or verbally, of internal company operating procedures, management methods, intra-company disagreements and interpersonal relationships between employees of the company.


I have read and understand the above described restrictions on my activities.

Employee

_____

EMPLOYEE ACKNOWLEDGES THAT, BEFORE SIGNING THIS AGREEMENT, EMPLOYEE WAS GIVEN AN OPPORTUNITY TO READ IT, EVALUATE IT, AND DISCUSS IT WITH PERSONAL ADVISORS AND WITH REPRESENTATIVES OF EMPLOYER.

EMPLOYEE:


Signature

Name (typed or printed)

Social Security No. 567 87 3745

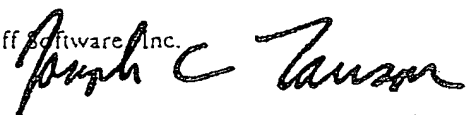
Address: 1580 S. Juniper #19
Escondido CA 92025

Date: 4/30, 19 98

Accepted:

EMPLOYER:

Cardiff Software, Inc.


by Joseph C. Larson, President

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant	:	Mark Rom)	Group Art Unit 2621
)	
App. No.	:	09/804,835)	
)	
Filed	:	March 13, 2001)	
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For	:	DETERMINING FORM)	
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		THROUGH THE SPATIAL)	
		RELATIONSHIP OF INPUT)	
		DATA)	
)	
Examiner	:	Unknown)	
)	

RECEIVED

JAN 29 2002

OFFICE OF PETITIONS

DECLARATION OF KIMBERLY E. LENGYEL IN SUPPORT OF PETITION UNDER 37
C.F.R. 1.47(b) TO HAVE CARDIFF SOFTWARE, INC. MAKE APPLICATION, DUE TO
REFUSAL OF INVENTOR TO EXECUTE APPLICATION PAPERS

Assistant Commissioner for Patents
Washington, D.C. 20231

Dear Sir:

My name is Kimberly E. Lengyel and I have been employed as an Intellectual Property Assistant at Knobbe, Martens, Olson & Bear, LLP since November 16, 1998. My home address is 10969 Scripps Ranch Blvd., San Diego, CA 92131. The following list outlines the efforts I personally made to obtain the signature of inventor Mark Rom on the formal documents for the above-referenced patent application:

1. On June 28, 2001 I personally spoke with Mark Rom at his new office of employment, Omnigon. I explained that we had formal documents for him to sign for the patent application he had invented while employed by Cardiff Software, Inc. I informed him that we would be mailing those documents that day and I obtained his home address. He requested that I send a copy of the complete application as filed. We complied, and in the letter to Mr. Rom dated June 28, 2001 (Exhibit A), we mailed the formal documents and the application as filed. When I spoke with Mr. Rom that day I also obtained his email address.

Appl. No. : 09/804,835
Filed : March 13, 2001

2. On July 24, 2001 I called Mark Rom at his office to inquire about the formal documents. I was informed by the receptionist that he would be on vacation for 6 weeks. I sent an email to Mr. Rom on that same day (Exhibit B) in the hope that he might check his email while on his extended vacation. I never received a response to my email. I also contacted our client to see if they had a home number for Mr. Rom. They forwarded me to a former colleague of his at Cardiff Software, who has kept in touch with Mr. Rom. That colleague did not have any additional contact information for Mr. Rom.

3. On August 24, 2001 I sent another email to Mr. Rom (Exhibit C) inquiring about the formal documents and informing him we needed them as soon as possible. I never received a response to that email.

4. On September 21, 2001 I called Mr. Rom's office and left a voice mail informing him that we urgently needed the executed documents. I also called the office receptionist to ensure that he had returned from his extended vacation and she confirmed that he had returned and was back at work. I never received a call from Mr. Rom in response to my voice mail message.

5. On September 25, 2001 I called Mr. Rom's office and personally spoke with him. He claimed that he didn't remember ever seeing the formal documents and was unsure what I was talking about. I once again explained the situation and told him I would send out another complete package. I then asked if, when he received the documents, if he could sign and return them to us. He replied that he would have to receive the documents first before he could answer that question. I confirmed again that we had his correct home address -- 1580 South Juniper Street, #19, Escondido, CA 92025.

6. On September 25, 2001 we sent a letter to Mr. Rom with the formal documents and application as filed, via priority Federal Express (Exhibit D). On October 3, 2001 that package was returned to our office (Exhibit E). FedEx made three attempts to deliver the package, but were unsuccessful (Exhibit F). FedEx also called Mr. Rom at his work number

Appl. No. : 09/804,835
Filed : March 13, 2001

listed on the FedEx slip. On October 19, 2001 I spoke with FedEx and confirmed that they left a voice message for Mr. Rom on October 1, 2001 at 3:45 p.m., but never received a call back.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful, false statements may jeopardize the validity of the application or any patent issued thereon.

Dated: October 24, 2001

By: 

Kimberly E. Lengyel

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Knobbe Martens Olson & Bear LLP

Intellectual Property Law

550 West C Street
Suite 1200
San Diego CA 92101
Tel 619-235-8550
Fax 619-235-0176
www.kmob.com

Raimond J. Salenieks
Patent Agent
rsaleneiks@kmob.com

June 28, 2001

Mr. Mark Rom
1580 South Juniper Street, #19
Escondido, CA 92025

Re: U.S. Patent Application
Title: DETERMINING FORM IDENTIFICATION THROUGH THE SPATIAL
RELATIONSHIP OF INPUT DATA
U.S. Application No.: 09/804,835
Filed: March 13, 2001
Our Reference No.: CARDIFF.051A

Dear Mr. Rom:

As my assistant Kim informed you today, in order to expedite the filing of this application, it was previously filed in the U.S. Patent and Trademark Office ("USPTO") without the formal signed documents. The USPTO assigned to the application the official serial number and filing date set forth above. In order to maintain this filing date and sustain the pendency of the application, certain "formal" documents relating to this application must be executed and filed in the USPTO by July 25, 2001.

Please review the enclosed Declaration by Inventor and Assignment. If the papers are accurate and complete in their present form, please sign and date the Declaration and Assignment **in blue ink** where indicated. Please note that the Assignment must be notarized. **Also, you should execute the Assignment after the Declaration.** After execution, please return the papers to me for filing in the USPTO. Pursuant to your request, I have enclosed a copy of the application as filed.

Filing the application unsigned can delay the prosecution of the application. If it becomes necessary to appeal, the amount of time between the filing of the application and the submission of the signed declaration may be deducted from the total term of any patent resulting in this application. Thus, it is important that you sign the enclosed declaration as soon as possible and return it to us for filing with the Patent and Trademark Office.

Mr. Mark Rom
June 28, 2001
Page -2-

If you have any questions, please call.

Sincerely,



Ray Salenieks
Patent Engineer/Non-Attorney

Enclosures

cc: Joel Faul, Director of Internet Product Development
John M. Carson, Esq.

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062801

DECLARATION - USA PATENT APPLICATION

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name;

I believe I am the original, first and sole inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled DETERMINING FORM IDENTIFICATION THROUGH THE SPATIAL RELATIONSHIP OF INPUT DATA; the specification of which was filed on **March 13, 2001** as Application Serial No. **09/804,835**.

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above;

I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56;

I hereby claim the benefit under Title 35, United States Codes § 119(e) of any United States provisional application(s) listed below.

Application No.: 60/242,369

Filing Date: October 21, 2000

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful, false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of sole inventor: **Mark Rom**

Inventor's signature _____

Date _____

Residence: **1580 South Juniper Street, #19, Escondido, CA 92025**

Citizenship: **United States**

Post Office Address: **1580 South Juniper Street, #19, Escondido, CA 92025**

Send Correspondence To:

KNOBBE, MARTENS, OLSON & BEAR, LLP

Customer No. 20,995

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062801

Application No.: 09/804,835
Filing Date: March 13, 2001

PATENT
Client Code: CARDIFF.051A
Page 1

ASSIGNMENT

WHEREAS, I, Mark Rom, a United States citizen, residing at 1580 South Juniper Street, #19, Escondido, CA 92025, have invented certain new and useful improvements in a DETERMINING FORM IDENTIFICATION THROUGH THE SPATIAL RELATIONSHIP OF INPUT DATA for which I have filed an application for Letters Patent in the United States, Application No. 09/804,835, filed March 13, 2001;

AND WHEREAS, Cardiff Software, Inc. (hereinafter "ASSIGNEE"), a California Corporation, with its principal place of business at 3220 Executive Ridge Drive, Vista, CA 92083, desires to acquire the entire right, title, and interest in and to the said improvements and the said Application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the said inventor, do hereby acknowledge that I have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, his successors, legal representatives and assigns, the entire right, title, and interest throughout the world in, to and under the said improvements, and the said application and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and I hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to the said ASSIGNEE, his successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND I HEREBY covenant and agree that I will communicate to the said ASSIGNEE, his successors, legal representatives and assigns, any facts known to me respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, his successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of _____, 20__.

Mark Rom

STATE OF

COUNTY OF

}
ss.

On _____, before me, _____, personally appeared Mark Rom personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Notary Signature

Kimberly Lengyel

From: Kimberly Lengyel
Sent: Tuesday, July 24, 2001 9:37 AM
To: 'mrom@omnigon.com'
Subject: Cardiff

Mr. Rom.

I was just following up on the formal documents we sent you on June 28, 2001 for the Cardiff patent application you invented. Please advise if the documents have been signed and notarized yet. Thank you for your assistance in this regard. If you have any questions, please feel free to contact me.

Most sincerely,
Kim Lengyel
Intellectual Property Assistant to
John M. Carson and Ray Salenieks
KNOBBE, MARTENS, OLSON & BEAR, LLP
(619) 687-8621

Kimberly Lengyel

From: Kimberly Lengyel
Sent: Friday, August 24, 2001 10:37 AM
To: 'mrom@omnigom.com'
Cc: Raimond Salenieks
Subject: FW: Cardiff

Mr. Rom,

I was just following up again to see if you have returned from vacation and had an opportunity to sign the formal documents for the Cardiff pending patent application. Please contact me at your earliest convenience. We need these executed documents as soon as possible. Thank you.

Most sincerely,
Kim Lengyel
Intellectual Property Assistant to
John M. Carson and Ray Salenieks
KNOBBE, MARTENS, OLSON & BEAR, LLP
(619) 687-8621

-----Original Message-----

From: Kimberly Lengyel
Sent: Tuesday, July 24, 2001 9:37 AM
To: 'mrom@omnigon.com'
Subject: Cardiff

Mr. Rom.

I was just following up on the formal documents we sent you on June 28, 2001 for the Cardiff patent application you invented. Please advise if the documents have been signed and notarized yet. Thank you for your assistance in this regard. If you have any questions, please feel free to contact me.

Most sincerely,
Kim Lengyel
Intellectual Property Assistant to
John M. Carson and Ray Salenieks
KNOBBE, MARTENS, OLSON & BEAR, LLP
(619) 687-8621

Knobbe Martens Olson & Bear LLP

Intellectual Property Law

550 West C Street
Suite 1200
San Diego CA 92101
Tel 619-235-8550
Fax 619-235-0176
www.kmob.com

FILE

Raimond J. Salenieks
Patent Agent
rsalenieks@kmob.com

September 24, 2001

VIA FEDERAL EXPRESS

URGENT

Mr. Mark Rom
1580 South Juniper Street, #19
Escondido, CA 92025

Re: U.S. Patent Application
Title: DETERMINING FORM IDENTIFICATION THROUGH THE SPATIAL
RELATIONSHIP OF INPUT DATA
U.S. Application No.: 09/804,835
Filed: March 13, 2001
Our Reference No.: CARDIFF.051A

Dear Mr. Rom:

Enclosed please find a copy of a letter we mailed you on June 28, 2001 regarding the above-referenced patent application. As my assistant Kim informed you today, we need the formal documents which were included in that letter signed and returned to us **no later than October 1, 2001**. I am enclosing a duplicate set of those formal documents, along with a copy of the application as filed. Please review these documents and return them to us as soon as possible. You may refer to our previous letter for instructions on completing the documents. If you have any questions, please immediately contact Joel Faul at Cardiff Software. His number is (760) 936-4511.

Thank you for your assistance in this regard.

Sincerely,



Ray Salenieks
Patent Engineer/Non-Attorney

Enclosures

cc: Joel Faul, Director of Internet Product Development
John M. Carson, Esq.

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Newport Beach
949-760-0404

San Francisco
415-954-4114

Los Angeles
310-551-3450

Riverside
909-781-9231

DECLARATION - USA PATENT APPLICATION

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name;

I believe I am the original, first and sole inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled DETERMINING FORM IDENTIFICATION THROUGH THE SPATIAL RELATIONSHIP OF INPUT DATA; the specification of which was filed on **March 13, 2001** as Application Serial No. **09/804,835**.

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above;

I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56;

I hereby claim the benefit under Title 35, United States Codes § 119(e) of any United States provisional application(s) listed below.

Application No.: 60/242,369

Filing Date: October 21, 2000

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful, false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of sole inventor: **Mark Rom**

Inventor's signature _____

Date _____

Residence: **1580 South Juniper Street, #19, Escondido, CA 92025**

Citizenship: **United States**

Post Office Address: **1580 South Juniper Street, #19, Escondido, CA 92025**

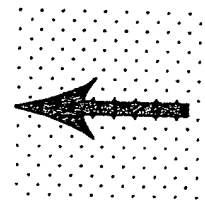
Send Correspondence To:

KNOBBE, MARTENS, OLSON & BEAR, LLP

Customer No. 20,995

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062801



Application No.: 09/804,835
Filing Date: March 13, 2001

PATENT
Client Code: CARDIFF.051A
Page 1

ASSIGNMENT

WHEREAS, I, Mark Rom, a United States citizen, residing at 1580 South Juniper Street, #19, Escondido, CA 92025, have invented certain new and useful improvements in a DETERMINING FORM IDENTIFICATION THROUGH THE SPATIAL RELATIONSHIP OF INPUT DATA for which I have filed an application for Letters Patent in the United States, Application No. 09/804,835, filed March 13, 2001;

AND WHEREAS, Cardiff Software, Inc. (hereinafter "ASSIGNEE"), a California Corporation, with its principal place of business at 3220 Executive Ridge Drive, Vista, CA 92083, desires to acquire the entire right, title, and interest in and to the said improvements and the said Application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the said inventor, do hereby acknowledge that I have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, his successors, legal representatives and assigns, the entire right, title, and interest throughout the world in, to and under the said improvements, and the said application and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and I hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to the said ASSIGNEE, his successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND I HEREBY covenant and agree that I will communicate to the said ASSIGNEE, his successors, legal representatives and assigns, any facts known to me respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, his successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of _____, 20__

Mark Rom

STATE OF

COUNTY OF

ss.

On _____, before me, _____, personally appeared Mark Rom personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

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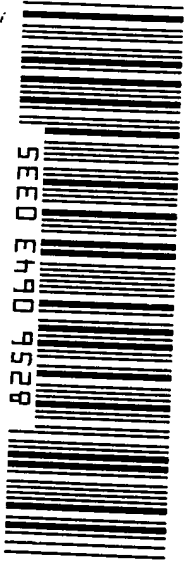
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